

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MB FINANCIAL BANK, N.A.,)	
a national banking association and successor in)	
interest to Benchmark Bank,)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
THG RESTAURANT GROUP, LLC, a Georgia)	
limited liability company; THG HOLDINGS, LLC,)	
a Georgia limited liability company; and)	
WOODROW A. HALL, an individual,)	
)	
Defendants.)	

COMPLAINT

Plaintiff, MB FINANCIAL BANK, N.A., a national banking association and as successor-in-interest to Benchmark Bank (“Plaintiff”)¹, by and through its attorneys, The Collins Law Firm, P.C., for its Complaint against Defendants THG RESTAURANT GROUP, LLC, a Georgia limited liability company, THG HOLDINGS, LLC, a Georgia limited liability company, and WOODROW A. HALL, an individual, (collectively the “Defendants”), states as follows:

INTRODUCTION

This is an action for breach of a promissory note executed by the Defendants, THG Restaurant Group, LLC, THG Holdings, LLC, and Woodrow A. Hall, in favor of Plaintiff. The Defendants are in default of their loan obligations pursuant to the terms of the promissory note.

¹ On December 4, 2009, Benchmark Bank was closed by the Illinois Department of Professional Regulation, the FDIC was appointed Receiver, and Benchmark Bank ceased to exist as an Illinois banking institution. Subsequently, Benchmark Bank’s assets were sold to MB Financial Bank, N.A., who is currently the holder of the promissory note which is the subject of this lawsuit. *See* FDIC: Failed Bank Information-Information for Benchmark Bank, Aurora, IL, attached hereto as Exhibit “A”.

PARTIES

1. Plaintiff is a national banking association with offices located at 6111 North River Road, Rosemont, Illinois 60018.

2. Plaintiff is the successor-in-interest to Benchmark Bank ("Benchmark Bank"), pursuant to its purchase of Benchmark Bank assets from the FDIC as Receiver of Benchmark Bank, as reflected in the Purchase and Assumption Agreement between FDIC, as Receiver of Benchmark Bank, FDIC, and Plaintiff, dated December 4, 2009.

3. As of December 4, 2009, Plaintiff, as successor-in-interest to Benchmark, assumed all rights of Benchmark with regard to the transactions involved in this lawsuit.

4. Defendant THG Restaurant Group, LLC is a Georgia limited liability company with its principal office located at 6855 Jimmy Carter Boulevard, Suite 2500, Norcross, Georgia 30071.

5. Defendant THG Holdings, LLC is a Georgia limited liability company with its principal office located at 1770 The Exchange, Suite 220, Atlanta, Georgia 30339.

6. Defendant Woodrow A. Hall, an individual, was, at all times relevant, residing at 1770 The Exchange, Suite 220, Atlanta, Georgia 30339, and is therefore a citizen of Georgia.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. § 1332, based upon the complete diversity of citizenship of the parties and the fact that the amount in controversy exceeds the jurisdictional minimum of \$75,000.00 (Seventy Five Thousand and 00/100 Dollars).

COUNT I
(Breach of Promissory Note)

8. Plaintiff re-alleges, re-incorporates, and re-affirms paragraphs 1 through 7 of this Complaint as though fully set forth herein.

9. On or about March 18, 2007, Plaintiff made a loan to Defendants in the original principal amount of \$399,659.54 (Three Hundred Ninety-Nine Thousand, Six Hundred Fifty-Nine and 54/100 Dollars) (the "Loan").

10. The Loan is evidenced by a promissory note executed by the Defendants on or about March 18, 2007 (the "Note") and by two loan modification agreements dated April 18, 2009 and December 9, 2008, attached hereto as Group Exhibit "B".

11. Defendants are in default on the Note as a result of their failure to pay principal and interest when due.

12. The Note is a valid and enforceable contract.

13. On December 4, 2009, Benchmark Bank was closed by the Illinois Department of Professional Regulation, the FDIC was appointed Receiver, and Benchmark ceased to exist as an Illinois banking institution. Subsequently, Benchmark Bank's assets were sold to MB Financial Bank, N.A., who is currently the holder of the Note. *See* Exhibit "A".

14. Plaintiff has fully performed under the terms of the Note and is entitled to payment.

15. As of September 10, 2010, the unpaid balance owed to Plaintiff for the Note was \$253,877.44 (Two Hundred Fifty-Three Thousand, Eight Hundred Seventy-Seven and 44/100 Dollars) plus applicable late charges and other fees.

16. Despite Plaintiff's demands, the required payment for the amount due on the Note has not been forthcoming.

17. The terms of the Note provide that all expenses, including attorneys' fees and legal expenses, paid or incurred by Plaintiff in endeavoring to collect the indebtedness and in enforcing said Note shall be paid by Defendants (*see* Exhibit "B", p. 3, "Collection Costs and Attorney's Fees").

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendants THG Restaurant Group, LLC, THG Holdings, LLC, and Woodrow A. Hall in the amount of \$253,877.44 (Two Hundred Fifty-Three Thousand, Eight Hundred Seventy-Seven and 44/100 Dollars) plus applicable interest, late charges and other fees, attorneys' fees, costs of suit, and for such other relief as the Court deems equitable and just.

Respectfully Submitted,

MB FINANCIAL BANK, N.A.

By: Robert Dawidiuk
One of its Attorneys

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